

The complaint

Ms M complains about the way Bank of Scotland plc trading as Halifax dealt with a dispute about a purchase made on her credit card. Ms M is unhappy about the time it took the bank to deal with things and the amount of compensation that has now been offered to resolve matters.

What happened

Ms M paid £654 for a leak detection service to help identify an issue of damp in a property she lives in with her sister. Ms M is unhappy with the service provided by the leak detection business and raised this with her bank as the £654 cost of the service was paid for on her credit card.

Ms M is unhappy with the way the bank dealt with her claim and complaint and as she is entitled to do, referred her complaint to our service. The case was considered by one of our investigators and they noted that the bank had now agreed to refund the £654 cost of the leak detection service and pay Ms M £210 for the poor customer service associated with dealing with the claim. The investigator wasn't persuaded the £129 cost of the dehumidifier that was bought, or the associated electricity costs for a month, should be refunded. Nor did the investigator think the bank should increase the £210 paid for the way the claim was dealt with.

Ms M responded to the investigator's outcome and asked for these additional comments to be considered. In summary, Ms M highlighted that she has ADHD and Dyslexia and is concerned for other people who have similar needs. She does not believe the bank has sufficient support in place to support these additional needs. Ms M disputes that the dehumidifier was actually needed and highlights it was only purchased because of the recommendation of the first engineer. Ms M believes the bank broke the law by not responding to her DSAR quick enough and only responded after she had complained.

Ms M does not consider the £210 paid by the bank sufficiently covers the various issues she experienced dealing with the claim and complaint and would like 'suitable compensation' for this. Ms M also asks for the ombudsman to, amongst other things, review training to be put in place for the bank's employees and for the bank to implement service level agreements to respond to customers and change its processes to make it easier for people who need to use the telephone to get in contact.

Having considered the additional points Ms M made, the investigator explained these didn't significantly change their position and referred the complaint to an ombudsman as the last stage in our process.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

First, I'm very aware that I've summarised this complaint in far less detail than the parties

and I've done so using my own words. I'm not going to respond to every single point made by all the parties involved. No discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here. Our rules allow me to do this. This simply reflects the informal nature of our service as a free alternative to the courts. If there's something I've not mentioned, it isn't because I've ignored it. I haven't. I'm satisfied I don't need to comment on every individual argument to be able to reach what I think is the right outcome.

I think it would also be helpful to explain to Ms M the limits to my powers as an ombudsman and highlight our service is not the regulator of Bank of Scotland plc trading as Halifax. Ms M has asked that the bank make numerous process changes to the way that it deals with customers but this is not something I am able to instruct the bank to do. The bank will have processes in place, such as various different service level agreements and dealing with customers with additional needs. As is the case here, the bank has accepted the level of service it provided was below what it should have done and my role is to consider whether the bank has now done enough to put things right.

Ms M also believes the bank has broken the law by not dealing with her DSAR initially and only dealing with it once she complained. Allegations of illegal actions are also not something I can consider, but I can and have considered the impact of dealing with the DSAR and again, whether the bank should have done more to resolve this.

Ms M's dispute originates from the £654 payment she made for a leak detection service on her credit card account. Ms M does not believe the service provided by the company was sufficient and raised a claim under section 75 of the Consumer Credit Act with her bank to dispute the transaction and compensate her for any additional consequential losses she believes she has suffered.

The bank has now refunded the £654 cost of the leak detection service and the £129 cost of the dehumidifier that Ms M says was bought on the recommendation of the first engineer. Ms M has provided further details of the potential cause of the damp and that as this is believed to be coming from the outside, the dehumidifier was not required. Ms M has indicated that she is now satisfied with the bank's compensation for the £654 of the service and the £129 dehumidifier. She does not consider the additional payment made by the bank covers the cost of the electricity used for the dehumidifier for a month, but as she has been refunded the cost of the dehumidifier, she is willing to accept this.

The remaining issues to consider all appear to relate to the level of service provided by the bank and I have therefore considered whether the bank should be required to do more than it has already done as compensation.

The bank has already acknowledged that the level of service provided to Ms M was below the standard it should have provided. As already set out above, much of what Ms M would like me to do is not something I am able to do, as I have not power to ensure the bank puts additional training in place for its staff to deal with customers better. Nor do I have the ability to ensure the bank sets out and adheres to service level agreements, or put certain processes in place to deal with certain consumers differently.

I can assess whether the bank has dealt with its customers fairly and reasonably and again, the bank has already accepted it did not deal with Ms M as well as it should have. Ms M is unhappy with the level of compensation already paid by the bank for the way it dealt with her claim. I have carefully considered what Ms M and the bank have said and provided and I am grateful for Ms M highlighting the specific impact this has had on her as she suffers from ADHD and dyslexia. The bank has paid Ms M £210 for the trouble and upset caused to her and although I appreciate Ms M does not consider this to be sufficient, I am not persuaded the bank should increase this payment or therefore make an additional payment to Ms M for

the trouble and upset caused.

The amount of the award is in my view in line with similar awards that our service makes for trouble and upset in complaints with similar circumstances. While I accept it is less than Ms M considers to be reasonable, I again do not consider there are sufficient grounds for me to direct the bank to increase the £210 it has already paid.

While I appreciate Ms M may remain unhappy with the conclusions I have reached here, this is the last stage in our process and should Ms M wish to continue her dispute with the bank, she will need to do so through alternative means.

My final decision

Bank of Scotland plc trading as Halifax has already made an offer to refund the £654 cost of the leak detection service, pay £129 for the cost of the dehumidifier and pay £210 to settle the complaint. I think this offer is fair in all the circumstances of Ms M's complaint.

So my decision is that if it has not already done so, Bank of Scotland plc trading as Halifax should pay Ms M these three amounts. If these have already been paid, no further payments are required.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms M to accept or reject my decision before 21 April 2025.

Mark Hollands
Ombudsman